

# **Attachment B**

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**Santa Barbara County Association of Governments,**  
**and the**  
**County of Santa Barbara**  
**for the**  
**Santa Ynez River Trail Connector**

This Memorandum of Understanding (MOU) is entered into by and between the Santa Barbara County Association of Governments (SBCAG) and the County of Santa Barbara (COUNTY), herein referred to collectively as PARTIES.

**RECITALS**

WHEREAS, PARTIES have also agreed to collaborate with the Santa Ynez Band of Chumash Indians (TRIBE), California Department of Transportation (CALTRANS), City of Buellton (BUELLTON), and the City of Solvang (SOLVANG), to implement pre-construction activities associated with the Santa Ynez River Connector (STUDY) from Buellton east to State Route 154.

WHEREAS, the TRIBE successfully applied for and received a Caltrans Planning Grant to complete portions of the STUDY and SBCAG separately and apart from this MOU entered into a non-binding memorandum of understanding on September 18, 2025 with the TRIBE.

WHEREAS, BUELLTON successfully applied for and received a State Parks Grant to complete portions of the STUDY and SBCAG separately and apart from this MOU entered into a memorandum of understanding on September 25, 2025 with BUELLTON.

WHEREAS, SBCAG is in discussion with SOLVANG to potentially secure \$30,000 from SOLVANG for STUDY.

WHEREAS, SBCAG and the COUNTY desire to enter into this MOU so that COUNTY may provide additional matching funds for the STUDY and to define roles and responsibilities of the PARTIES related to the STUDY.

WHEREAS, SBCAG has agreed to undertake a lead role in implementing the STUDY.

NOW THEREFORE, the PARTIES do mutually agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. **Purpose, Limits and Description of STUDY**  
The purpose of the STUDY is to perform pre-construction activities related to the development of a multi-use path that runs from the west end of Buellton, connecting east to Solvang, Santa Ynez, and Tribal Lands, and continuing east to State Route 154.
3. **Term**  
The term of this MOU shall commence as of the date of mutual execution by PARTIES and shall extend through December 31, 2028 unless otherwise modified or earlier terminated.

**4. Scope of Services and Roles and Responsibilities**

PARTIES agree to the roles and responsibilities outlined in Exhibit B “Scope of Services (“WORK”)”, as attached hereto and incorporated by this reference, herein referred to as WORK.

**5. Funding and Invoicing**

PARTIES agree to the funding identified in Exhibit C as attached hereto and incorporated by this reference to pay for PROJECT WORK as follows:

- a. Per the September 18, 2025 memorandum of understanding between SBCAG and BUELLTON, BUELLTON is contributing \$425,000 of State Park Grant funds for STUDY focused primarily on work within the BUELLTON area.
- b. Per a September 25, 2025 non-binding memorandum of understanding between the TRIBE and SBCAG, SBCAG will manage the operations and fiscal activities of the Caltrans Planning Grant in the amount of \$383,016 for the TRIBE and in collaboration with the TRIBE, to achieve the goals of the STUDY.
- c. SOLVANG is in process to potentially contribute \$30,000 to SBCAG for its role as the implementing agency under a separate agreement.
- d. COUNTY will contribute \$381,000 for the tasks shown in Exhibit C related to SBCAG costs to manage PROJECT and other WORK.
- e. SBCAG will invoice and bill the COUNTY by task in Exhibit C as they are completed, with invoices for reimbursement to SBCAG quarterly for WORK performed. Invoices shall be accompanied by backup documentation regarding costs and associated completion milestones/tasks.
- f. COUNTY will provide reimbursement to SBCAG within 30 days of receipt of proper invoice.

**6. Schedule**

PARTIES agree SBCAG as the implementation lead is solely responsible for managing the schedule for performing the STUDY. A summary schedule has been included as Exhibit D as attached hereto and incorporated by this reference. COUNTY agrees to provide assistance in coordinating with SBCAG any discretionary actions needed to be taken by COUNTY boards, commissions or committees.

**7. Designated Representatives & Notices**

PARTIES shall establish a Designated Representative for administering the work to be completed under this MOU for the PROJECTS. Any notice or consent required or permitted to be given under this MOU shall be given to the respective parties in writing, by personal delivery, or with postage prepaid by first class mail, registered or certified mail, or express courier service, to the Designated Representative. Those representatives are shown below:

Agency	Contact Individual and Information
COUNTY	Brittany Odermann County of Santa Barbara 105 East Anapamu Santa Barbara, CA 93101 <a href="mailto:bodermann@countyofsb.org">bodermann@countyofsb.org</a>
SBCAG	Fred Luna SBCAG Director of Project Development and Construction

	260 North San Antonio Road, Suite B Santa Barbara, CA 93110 <a href="mailto:fluna@sbcag.org">fluna@sbcag.org</a>
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SBCAG or COUNTY may modify its Designated Representative by providing in writing the new individual's contact name and information to the other PARTY'S Designated Representative. The PARTIES may also provide notice at such other address or to such other person that the PARTIES may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either PARTY agrees to service of process except as required by applicable law.

#### **8. Entire MOU and Amendments**

In conjunction with the matters considered herein, this MOU contains the entire understanding and agreement of the PARTIES and there have been no promises, representations, agreements, warranties or undertakings by any of the PARTIES, either oral or written, of any character or nature hereafter binding except as set forth herein. This MOU may be altered, amended or modified only by an instrument in writing, executed by the PARTIES to this MOU and by no other means. Each PARTY waives their future right to claim, contest or assert that this MOU was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

#### **9. Termination**

This MOU may be terminated by either PARTY for convenience or otherwise upon thirty (30) days of written notification to the other.

#### **10. Indemnification & Nonpartnership**

PARTIES agree to the indemnification and non-partnership terms set forth in Exhibit A as attached hereto and incorporated by this reference.

#### **11. California Law and Jurisdiction**

This MOU shall be governed by the laws of the State of California. Any litigation regarding this MOU or its contents shall be filed in the County of Santa Barbara, if in State court, or in the federal district court nearest to Santa Barbara County, if in federal court.

#### **12. Compliance with Law**

Each PARTY shall, at its sole cost and expense, comply with all SBCAG, Local, State, and Federal ordinances and statutes, including regulations now in force or which may hereafter be in force with regard to this MOU.

#### **13. Execution of Counterparts**

This MOU may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the PARTIES shall preserve undestroyed, shall together constitute one and the same instrument.

#### **14. Authority**

All signatories and PARTIES to this MOU warrant and represent that they have the power and authority to enter into this MOU in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such

entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or federal law in order to enter into this MOU have been fully complied with.

#### **15. Precedence**

In the event of conflict between the provisions contained in other Agreements in existence as of the effective date of this MOUs between the PARTIES, the provisions contained herein control with respect to the STUDY.

In the event of conflict between provisions contained in the numbered sections of this MOU and the provisions contained in the Exhibits, the provisions in the numbered section shall prevail over those in the Exhibits.

#### **16. Debarment and Suspension**

The PARTIES certify that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or local government contracts. Each PARTY also certifies to each other that it shall not contract with a subcontractor that is so debarred or suspended.

#### **17. No Publicity or Endorsement**

Neither PARTY shall use the other PARTY's name or logo or any variation of such name or logo in any publicity, advertising, or promotional materials, unless otherwise required. Neither PARTY will use each other's name or logo in any manner that would give the appearance that the one is endorsing the other. Neither PARTY shall in any way contract on behalf of or in the name of the other PARTY. Neither PARTY shall release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the other PARTY or its projects without obtaining the prior written approval of the other PARTY.

#### **18. Property and Information**

The PARTY providing property, documents, and information for use in connection with the services shall remain the property of that PARTY. Both PARTIES shall return any such items whenever requested by the other PARTY or upon termination of this MOU. Each party may use such items only in connection with providing the services. Neither PARTY will disseminate any of the other PARTY's property, documents, or information without prior written consent.

#### **19. Records, Audit, And Review**

SBCAG shall keep and maintain business records pursuant to this MOU for at least four (4) years following the termination of this MOU. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during SBCAG's regular business hours or upon reasonable notice. In addition, if this MOU exceeds ten thousand dollars (\$10,000.00) SBCAG shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the MOU (Cal. Govt. Code section 8546.7). SBCAG shall participate in any audits and review, whether by COUNTY or the State, at no charge to COUNTY.

#### **20. Nondiscrimination**

SBCAG shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in Title 49, CFR Part 21 through Appendix C and 23 CFR 710.405(b). During the performance of this MOU, the SBCAG, for itself, its assignees and successors in interest agrees as follows:

- a. **Compliance with Regulations.** SBCAG shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this MOU.
- b. **Nondiscrimination.** SBCAG and its consultant(s) or contractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this MOU. SBCAG shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by SBCAG to carry out these requirements is a material breach of this MOU, which may result in the termination of this MOU. SBCAG, with regard to the WORK performed by it during the MOU, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurement of materials and leases of equipment. SBCAG shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.
- c. **Solicitations for Consultant, including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiations made by SBCAG for WORK to be performed, including procurement of materials or leases of equipment, each potential consultant shall be notified by SBCAG of SBCAG 's obligations under this MOU, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
- d. **Information and Reports.** SBCAG shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by COUNTY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a SBCAG is in the exclusive possession of another who fails or refuses to furnish this information, SBCAG shall so certify to COUNTY, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance.** In the event of SBCAG 's noncompliance with the nondiscrimination provisions of this MOU, the COUNTY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
  1. Withholding of payments to SBCAG under this MOU until SBCAG complies, and/or
  2. Cancellation, termination or suspension of the MOU in whole or in part.

## 21. Subcontractors

SBCAG is authorized to retain consultant(s), contractors, and subcontractors to perform WORK under this MOU. SBCAG shall be fully responsible for all WORK performed by its consultant(s), contractors, or subcontractors. SBCAG shall secure from its consultants all rights for the COUNTY in this MOU, including audit rights. In awarding contracts for consultant(s), contractors, or subcontractors, SBCAG will comply with the California Public Contract Code, California Prevailing Wage, and Labor Code requirements as may be applicable.

## 22. Survival

All provisions of this MOU which by their nature are intended to survive the termination or expiration of this MOU shall survive such termination or expiration.

**23. Severability**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**24. Remedies Not Exclusive**

No remedy herein conferred upon or reserved to either PARTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**25. Exemption**

Each PARTY's obligations under this MOU are subject to the appropriation of resources by the State Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC), and each PARTY's governing body.

**26. Conflict of Interest**

The PARTIES covenant that they presently have no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this MOU. Each PARTY agrees to promptly disclose to the other PARTY, in writing, any potential conflict of interest. Each PARTY retains the right to waive a conflict of interest disclosed if the conflict is determined to be immaterial, and such waiver is only effective if provided in writing.

**27. Section Headings**

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

**28. No Waiver of Default**

No delay or omission of either PARTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this MOU to either PARTY shall be exercised from time to time and as often as may be deemed expedient.

**29. Suspension for Convenience**

COUNTY may, without cause, order SBCAG in writing to suspend, delay, or interrupt the services under this MOU in whole or in part for up to 30 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this MOU.

**30. Administrative Amendments**

The PARTIES agree that immaterial changes to the MOU such as updating the Notices contact information, addresses for notices, or other clerical error corrections which will not result in a material change to the MOU, WORK to be completed, or total budget amount may be authorized COUNTY's Public Works Director, or designee, in writing, and SBCAG's

Executive Director, or designee.

**31. Issue Resolution; Administrative Remedies**

It is the intent of PARTIES to resolve issues that may arise at the lowest possible level during the completion of this PROJECT. However, it is agreed that certain issues may need to be elevated to obtain a resolution. Below is a tiered description of how issues shall be resolved by PARTIES.

**Level 1 – Project Development Team (PDT).** The PDT shall be charged with the responsibility of resolving issues that arise during the development of the PROJECT when consensus cannot be reached. Issues regarding the WORK to be performed and cost or schedule, that do not demand action for additional budget authority, shall be attempted to be resolved by the PDT. The PDT will review the project issue, develop and discuss options for resolution and reach consensus on an approach. If consensus cannot be reached, the PDT will agree to elevate the issue to Level 2.

**Level 2 – Executive Management.** The PDT will convene a Level 2 – Management meeting when an issue cannot be resolved by the PDT at Level 1. The Level 2 Management members will include the County Public Works Director for the COUNTY and SBCAG's Executive Director.

No court shall exercise subject matter jurisdiction prior to exhaustion of all administrative remedies described in this section.

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This Memorandum of Understanding is entered into in Santa Barbara County and shall be effective when fully executed by the PARTIES.



**SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS**  
A Joint Powers Authority

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Marjie Kim  
Executive Director  
Clerk of the Board

APPROVED AS TO FORM:  
Rachel Van Mullem  
County Counsel

A handwritten signature in black ink, appearing to read "Rachel Van Mullem", written over a horizontal line.  
Deputy County Counsel

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This Memorandum of Understanding is entered into in Santa Barbara County and shall be effective when fully executed by the PARTIES.



one COUNTY | one FUTURE

COUNTY OF SANTA BARBARA

\_\_\_\_\_  
Laura Capps  
Chair, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:  
Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_  
RECOMMENDED FOR APPROVAL

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Mona Miyasato  
County Executive Office

Approved as to Form:  
Rachel Van Mullem  
County Counsel

Signed by:  
  
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By: Deputy County Counsel

DocuSigned by:  
  
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Approved as to Form:  
Gregory Milligan  
Risk Manager

Approved as to Accounting Form:  
Betsy Schaffer, CPA  
Auditor-Controller

Signed by:  
  
02BA147EF6A84DE...  
By: \_\_\_\_\_  
Deputy

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**EXHIBIT A****INDEMNIFICATION & NON-PARTNERSHIP****1. Indemnification**

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between PARTIES pursuant to California Government Code Section 895.6, the PARTIES agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the PARTIES agree that pursuant to California Government Code Section 895.4, each of the PARTIES hereto and agents, harmless from any claim, expense or cost, damage or liability imposed to injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this MOU. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees, or agents, under or in connections with or arising out of any work, authority or jurisdiction delegated to such other parties under this MOU.

**2. Notification of Accidents and Survival Indemnification Provisions**

PARTIES shall notify the other PARTY immediately in the event of any accident or injury arising out of or in connection with this MOU. The indemnification in this MOU shall survive any expiration or termination of this MOU.

**3. Non-Partnership**

This MOU is not intended by PARTIES to constitute or create a joint venture, pooling arrangement, or formal business organization of any kind. The rights and obligations of the PARTIES shall be only those expressly set forth herein.

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**Exhibit B  
Scope of Services (“WORK”)**

PARTIES agree that the PROJECT WORK will be implemented as noted below in the two separate work packages.

Work Package 1 (WP1) is related to Segment A – Buellton and the tasks are identified in the table below.

**Scope of Work - Work Package 1 (WP1)**

Task No. and Description		Work Package No. 1 (WP1)	
		State Parks Grant	Local Funds
WP1-1.0	Project Management and Administration		X
WP1-2.0	Data Gathering, Evaluation of Existing Conditions, Analysis and Mapping		X
WP1-3.0	Public Outreach & Stakeholder Involvement	X	X
WP1-4.0	30% Conceptual Design	X	X
WP1-5.0	Environmental Approach, Analysis & Documents	X	X
WP1-6.0	Final Plans, Specifications & Estimate, Right-of-Way, Permits and Contract Document Support for Bidding (Segment A – BUELLTON)	X	X

Work Package 2 (WP2) is related to the rest of the PROJECT from Buellton to Highway 154 and the tasks are identified in the table below.

**Scope of Work – Work Package 2 (WP2)**

Task No. and Description		Work Package No. 2 (WP2)	
		Caltrans STPG	Local Funds
WP2-1.0	Project Management and Administration	X	X
WP2-2.0	Data Gathering, Evaluation of Existing Conditions, Analysis and Mapping	X	
WP2-3.0	Public Outreach & Stakeholder Involvement	X	X
WP2-4.0	Draft and Final Planning Study	X	
WP2-5.0	30% Design	X	X

**Exhibit C  
Cost and Funding for STUDY**

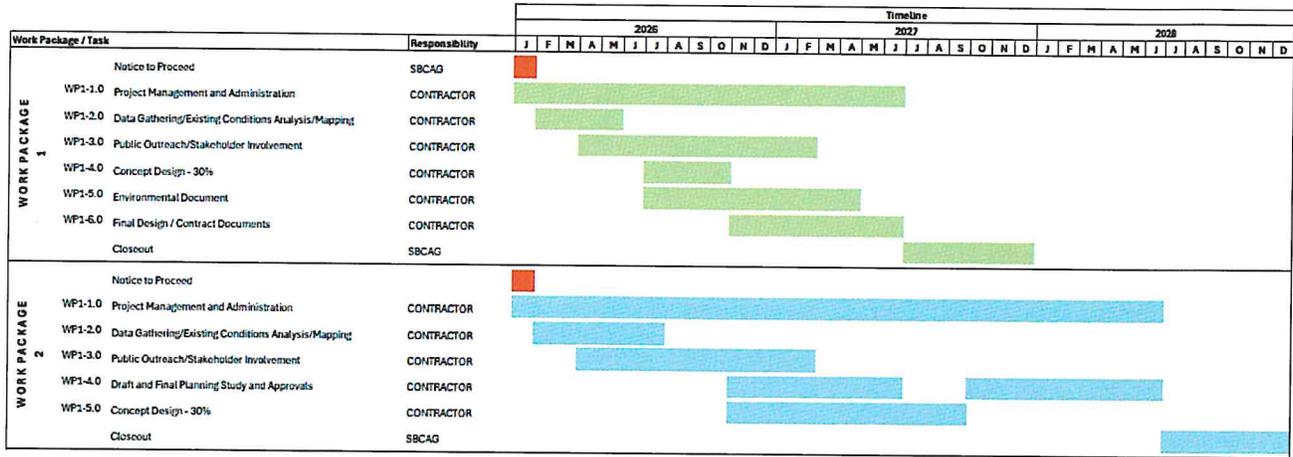
PARTIES, in accordance with the provisions of this MOU, hereby agree that the funding table below represents the funding provided for the WORK, as defined in MOU Section 5. SBCAG is responsible for completion of WORK in accordance with Exhibit B.

**Santa Ynez River Trail  
Summary Budget**

CATEGORY OF COSTS AND AMOUNTS FOR STUDY	FUNDING FOR STUDY			
	Grant Funds		Local Funds	
	State Parks Grant	CT Planning Grant	County-3rd District	Solvang
<b>CONSULTANT BUDGET - PHASE 1</b>				
WORK PACKAGE 1 - BUELLTON SEGMENT	\$440,000	\$390,000	\$50,000	\$0
WORK PACKAGE 2 - BUELLTON TO HWY 154	\$264,016	\$0	\$264,016	\$0
<b>SUBTOTAL COSTS - PHASE 1</b>	<b>\$704,016</b>	<b>\$390,000</b>	<b>\$314,016</b>	<b>\$0</b>
<b>CONSULTANT BUDGET - PHASE 2</b>				
ADDITIONAL FUTURE WORK TASKS	\$290,000	\$10,000	\$0	\$280,000
CONTINGENCY	\$60,000	\$0	\$0	\$0
<b>SUBTOTAL COSTS - PHASE 2</b>	<b>\$350,000</b>	<b>\$10,000</b>	<b>\$0</b>	<b>\$280,000</b>
<b>SBCAG STAFF AND DIRECT COST BUDGET (3 YEARS)</b>	<b>\$225,000</b>	<b>\$25,000</b>	<b>\$69,000</b>	<b>\$101,000</b>
<b>TOTAL COSTS</b>	<b>\$1,279,016</b>	<b>\$425,000</b>	<b>\$383,016</b>	<b>\$381,000</b>

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**EXHIBIT D  
Schedule for STUDY**



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